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Inc., Debtor and Debtor-In-Possession

UNITED STATES BANKRUPTCY COURT
CENTRAL DISTRICT OF CALIFORNIA
SANTA ANA DIVISION

In re

THE ORIGINAL MOWBRAY'S TREE
SERVICE, INC., a Delaware corporation

Debtor and
Debtor-in-Possession.

Case No. 8:24-bk-12674-TA

Chapter 11

**DEBTOR'S MOTION FOR ENTRY
OF ORDER AUTHORIZING
CONTINUED USE OF CASH
COLLATERAL; MEMORANDUM OF
POINTS AND AUTHORITIES; AND
DECLARATIONS OF BRIAN WEISS
AND RUBEN SAINOS IN SUPPORT**

Hearing Information (via ZoomGov):

Date: TBD

Time: TBD

Place: Courtroom 5B
411 West Fourth Street,
Santa Ana, CA 92701

1 **TO THE HONORABLE THEODOR C. ALBERT, UNITED STATES BANKRUPTCY**
2 **JUDGE:**

3 The Original Mowbray's Tree Service, Inc., the debtor and debtor-in-possession in the
4 above-captioned case (the "**Debtor**"), hereby files this *Motion for Entry of Order Authorizing*
5 *Continued Use of Cash Collateral* (the "**Motion**"). In support of the Motion, the Debtor
6 submits the following memorandum of points and authorities and the attached declarations of
7 Brian Weiss (the "**Weiss Declaration**") and Ruben Sainos (the "**Sainos Declaration**").

8
9 **MEMORANDUM OF POINTS AND AUTHORITIES**

10 **I. INTRODUCTION**

11 By this Motion, the Debtor requests authorization to continue to use cash collateral in
12 accordance with the 13-week budget attached hereto as **Exhibit 1** (as may be amended and
13 supplemented, the "**Budget**") and pursuant to the proposed order granting the Motion attached
14 hereto as **Exhibit 2**.

15 The Debtor's business provides vegetation management services that include mitigating
16 vegetation hazards and assisting with emergency responses to damage caused by wildfires,
17 hurricanes, and other natural disasters. The Debtor requests authority to use cash collateral to
18 pay ordinary course operating expenses and professional fees allowed by the Court and make
19 payments to secured parties.

20 PNC Bank ("**PNC**") is the only creditor holding a lien in the Debtor's cash. By the
21 order entered on January 24, 2025 [Docket No. 268] (the "**Final Order**"), the Court authorized
22 the Debtor to use cash collateral on a final basis in accordance with the *Stipulation Authorizing*
23 *Use of Cash Collateral* [Docket No. 255] (the "**Stipulation**"). The Stipulation provides for the
24 Debtor's use of cash collateral pursuant to the Initial Budget attached to the Final Order and
25 such other budgets prepared by the Debtor and approved by PNC. The Initial Budget ends on
26 April 18, 2025. The Debtor requests that the Court enter an order authorizing the continued
27 use of cash collateral pursuant to the Budget on the same terms as set forth in the Stipulation.

The use of cash collateral is appropriate. The use of cash collateral is necessary for the continued operation of the Debtor's business, to preserve the Debtor as a going-concern, and to maximize the value of the estate. Absent the use of cash collateral, the Debtor will suffer immediate and irreparable harm to the detriment of the Debtor, its estate, and its creditors.

The Debtor has shared the Budget with PNC and expects to reach a further consensual cash collateral arrangement with PNC. In addition, PNC is adequately protected against any diminution in value for multiple reasons. First, the Debtor proposes to continue payments to PNC as provided in the Stipulation in the amount of \$150,000 per month. Second, PNC's security interests will be protected by replacement liens in the Debtor's post-petition revenues and superpriority administrative claims if and to the extent of any diminution in value. The Debtor has generated positive cash flow post-petition and, over the next 13 weeks, the Debtor's operations are essentially projected to breakeven before payments to lenders and on account of professional fees. Third, the operation of the Debtor's business protects PNC and all creditors by maximizing the value of the Debtor, its operations, and assets as a whole. Accordingly, the Debtor respectfully requests that the Court grant the Motion and authorize the use of cash collateral.

II. DISCLOSURES REQUIRED BY FRBP 4001

The Debtor makes the following disclosures with respect to the proposed use of cash collateral:

Summary of Material Terms	
Entities Who May Have an Interest in Cash Collateral	The entities that assert, or may assert, an interest in all or a portion of the Debtor's cash are as follows: PNC.
Purpose of Cash Collateral Use	The purpose of the use of cash collateral is for operating expenses, payments to lenders, and professionals fees as set forth in the Budget. The Budget will be deemed a "Budget" as defined in the Stipulation.

Summary of Material Terms	
Material Terms of the Use of Cash Collateral	<p>The Debtor requests authority to use cash collateral on final basis in accordance with the Budget.</p> <p>The terms of the use of cash collateral are as follows:</p> <p>The Debtor may use cash collateral from April 19, 2025, through and including July 18, 2025 (the "Cash Collateral Period"), in accordance with the Budget, with expenditures during this period not to exceed 115% of the per budget line item (<i>i.e.</i>, a 15% variance); <i>provided, however</i>, that the total cash expenditures during the Cash Collateral shall not exceed 110% of the total budgeted disbursements in the Budget (<i>i.e.</i>, a 10% cumulative variance).¹</p> <p>During the Cash Collateral Period, (i) any unused amount for any given line item in the Budget for a particular week shall carry forward and can be used in later weeks, and (ii) any amounts budgeted for a given line item in a particular week through the end of the Cash Collateral Period may be spent up to two weeks earlier than budgeted provided the total amount spent for such line item does not exceed the total amount budgeted for that line item with the variance permitted above.</p>
Adequate Protection	<p>Pursuant to §§ 361, 362, 363 and 552(b) of the Bankruptcy Code, PNC shall receive adequate protection in the following forms in order to account for any aggregate diminution in value with respect to PNC's Prepetition Liens in the Prepetition Collateral (as such terms are defined in the Stipulation) from and after the Petition Date as calculated and determined in accordance with the Bankruptcy Code ("Diminution in Value"): </p> <p>(1) By the fifteenth (15th) of each calendar month during the Cash Collateral Period, the Debtor shall pay to PNC the amount of \$150,000 (each, a "Monthly Payment" and collectively, the "Monthly Payments"). The Debtor reserves all rights with respect to the application of such payments to interest or principal under the Bankruptcy Code and the Debtor's agreements with PNC.</p> <p>(2) Valid, attached, enforceable, perfected and continuing replacement security interests in, and replacement liens upon, on all of the Debtor's currently owned or hereafter acquired personal property and assets (including such assets acquired by the Debtor on or after the Petition Date), of any kind or nature, wherever located, and all proceeds thereof, of the same extent, validity, and priority as the Prepetition Liens, to the extent of any Diminution in Value; <i>provided, however</i>, that the replacement security interests and liens will not attach to Bankruptcy Code Chapter 5 causes of action of the Debtor or the estate and the proceeds thereof.</p> <p>(3) Superpriority administrative claim pursuant to § 503 and 507(b) of the Bankruptcy Code with priority over any and all administrative <i>inter</i></p>

Summary of Material Terms	
	<p><i>alia</i>, §§ 105, 326, 328, 330, 331, 364(c)(1), 365, 503(a), 503(b), 507(a), 507(b), 546(c), 726, 1113, or 1114 of the Bankruptcy Code to the extent of any Diminution in Value.</p> <p>Nothing herein shall limit the rights afforded to the Debtor or PNC in the Stipulation.</p>
Professional Fees	<p>Fees and expenses incurred by persons or firms retained by the Debtor pursuant to §§ 327, 328, or 363 of the Bankruptcy Code (hereafter, a "Professional"), up to the amounts provided in the Budget, all fees required to be paid to the Clerk of the Court, and all statutory fees of the Office of the United States Trustee, may be paid by the Debtor during the Cash Collateral Period prior to the occurrence of an Uncured Event of Default as defined in the Stipulation.</p> <p>The Debtor is authorized to fund a separate segregated account consisting of those amounts set forth in the applicable Budget for the payment of fees and expenses of the Professionals (the "Professional Fee Account"). The fees and expenses payable to Professionals shall be placed in the Professional Fee Account as such fees and expenses are accrued under the Budget, and any and all withdrawals from the Professional Fee Account shall be subject to further orders of the Court. Amounts funded into the Professional Fee Account shall be considered used by the Debtor at such time as they are deposited into the Professional Fee Account for distribution to professionals in accordance with orders of the Bankruptcy Court.</p> <p>For the avoidance of doubt, PNC is not subordinating its superpriority administrative claim to any postpetition payments including, without limitation, payments made pursuant to the foregoing provisions. Notwithstanding anything herein to the contrary, should any disgorgement be sought by PNC with respect to any postpetition payment(s) permitted by the Budget, including, without limitation, payments made pursuant to the foregoing provisions, then the rights of the Debtor pursuant to 11 U.S.C. § 506(c) with respect to such payments are preserved and not waived.</p>

III. JURISDICTION, VENUE, AND PREDICATES FOR RELIEF

The United States Bankruptcy Court for the Central District of California (the "**Court**") has jurisdiction over this Motion pursuant to 28 U.S.C. §§ 157 and 1334. Venue is proper pursuant to 28 U.S.C. §§ 1408 and 1409. This is a core proceeding pursuant to 28 U.S.C. § 157(b)(2) and may be determined by the Court.

The predicates for the relief requested herein are sections 105, 361, 363 and 507 of title 11 of the United States Code, 11 U.S.C. §§ 101 *et seq.* (the "**Bankruptcy Code**"), and Rules 4001(b), 6003 and 6004 of the Federal Rules of Bankruptcy Procedure (the "**Bankruptcy Rules**").

IV. BACKGROUND

A. General Background

On October 18, 2024 (the "**Petition Date**"), the Debtor filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code commencing the above-captioned chapter 11 case (the "**Chapter 11 Case**" or "**Case**"). The Debtor is operating as the debtor in possession pursuant to §§ 1107(a) and 1108 of the Bankruptcy Code.

Established in 1972 by Gloria and John Mowbray (the "**Founders**"), Mowbray's has been a cornerstone in California for providing vegetation management services for over 50 years. Mowbray's began as a modest venture and has grown into a resilient company, dedicated to safeguarding communities and the environment. Mowbray's continues to be a family owned and operated business, is a member of WMBE (Women and Minority Business Enterprise), and is committed to providing its client-partners with the safest and most efficient solution to their vegetation management needs.

The services provided by the Debtor include, without limitation, manual and mechanical clearing, integrated vegetation management, storm and emergency, right-of-way maintenance, and high-hazard tree removal and crane services (collectively, "**Vegetation Management Services**"). Tree-trimming around power lines, clearing vegetation to prevent forest fires, removal of debris and charred remains after major wildfires in California, and assisting with damage remediation in response to hurricanes—these are the types of important services that the Debtor provides to the communities in which it serves. Historically, utility companies have been the Debtor's primary clients. The Debtor also provides services to governmental agencies and cooperatives.

1 The Debtor is based in California and provides Vegetation Management Services
2 throughout the state. The Debtor also provides services in Florida and North Carolina.

3 Prior to the Petition Date, the Debtor retained Brian Weiss of Force Ten Partners, LLC,
4 as its Chief Restructuring Officer to lead the Debtor through its formal restructuring process,
5 including this Case.

6 **B. The Debtor's Funded Debt**

7 Pursuant to a loan agreement dated October 28, 2022 (the "**PNC Loan Agreement**")
8 between PNC and the Debtor, PNC has provided the Debtor with a secured revolving line of
9 credit not to exceed \$20,000,000 and letters of credit not to exceed \$5,000,000 (the "**PNC**
10 **Loan**"). In the Stipulation, the Debtor acknowledged that, as of the Petition Date, the PNC
11 Loan balance was \$7,038,514.41, plus any additional obligations, such as, interest, default
12 interest, late fees, attorney's fees, expenses, other charges and costs, provided for under the
13 Prepetition Loan Documents and as permitted by the Bankruptcy Code. The PNC Loan was
14 guaranteed by Robin Mowbray and an entity she owns, Mowbray's Waterman Property, LLC
15 ("**MWP**"). The guaranty from MWP is secured by certain of its real property.

16 **C. The Debtor's Prior Cash Collateral Use**

17 On October 18, 2024, the Debtor filed a motion for entry of interim and final orders
18 authorizing use of cash collateral [Docket No. 5] (the "**First Cash Collateral Motion**"). On
19 October 24, 2024, the Court entered an order granting the First Cash Collateral Motion on an
20 interim basis. (*See* Docket No. 72.) Pursuant to a stipulation with PNC that was approved by
21 order entered on January 24, 2025, the Court granted the First Cash Collateral Motion on a
22 final basis and authorized the Debtor to use cash collateral through April 18, 2025, in
23 accordance with the budget attached to that order. (*See* Docket No. 268.) To date post-
24 petition, the Debtor has generated positive cash flow. The Debtor's cash on hand increased
25 from approximately \$4,479,479 to \$12,412,652 as of March 28, 2025. Moreover, the Debtor
26 has kept its operations within the Initial Budget or has performed better than projected.
27 Attached hereto as **Exhibit 3** is a variance report of the Debtor's actual operations as compared
28

1 to the Initial Budget through March 28, 2025. From January 24, 2024, through March 28,
2 2025, the Debtor has exceeded its receipts by \$1,262,812 or 25.6% as compared to the Initial
3 Budget and its operating expenses were less than budgeted by \$657,321 or 11.9%. (*See* Ex. 3.)
4 During the period covered by the Initial Budget through March 28, 2025, the Debtor paid
5 \$942,156 to PNC, equipment lenders, and equipment lessors collectively, which included
6 principal payments. (*See id.*)

7
8 **V. THE COURT SHOULD AUTHORIZE THE USE OF CASH COLLATERAL**

9 Section 363(c) provides that a trustee or debtor-in-possession may not use cash
10 collateral, unless secured parties consent, or the court, after notice and a hearing, authorizes the
11 proposed use. *See* 11 U.S.C. § 363(c). A bankruptcy court may authorize a debtor's use of
12 cash collateral without the consent of a secured creditor provided the secured creditor's interest
13 in such cash collateral is adequately protected. *See* 11 U.S.C. §§ 363(c), (e). "However, the
14 protection afforded to secured creditors is not absolute." *In re ProAlert, LLC*, 314 B.R. 436,
15 441 (B.A.P. 9th Cir. 2004). Rather, as articulated by the United States Supreme Court, a
16 secured creditor is entitled to adequate protection only from a post-petition decline in value of
17 its collateral, as of the petition date. *See In re Timbers of Inwood Forest*, 484 U.S. 365, 370
18 (1988).

19 The Debtor requires the use of cash collateral to pay necessary operating expenses and
20 to posts of administering this Case. The Debtor is proposing to use cash collateral in
21 accordance with the Budget. The expenses that the Debtor seeks authority to pay are those
22 necessary to operate the business, *i.e.*, payroll, equipment maintenance, fuel, union dues,
23 insurance, payments on account of operating and capital leases, expenses for personnel in the
24 field, and other key operating costs due over the next thirteen weeks. The Debtor's proposed
25 use of cash collateral is necessary to preserve the value of the Debtor's estate for the benefit of
26 all creditors.

1 The value of PNC's interest in cash will not decline by the proposed use of cash
2 collateral. PNC is being granted a replacement lien on the Debtor's post-petition revenues. As
3 stated above, the Debtor is projected to end the budgeted period with far more cash than it had
4 as of the Petition Date. Moreover, the Debtor's positive performance to date is to continue.
5 Over the next 13 weeks, the Debtor's operations are essentially projected to breakeven before
6 payments to lenders and on account of professional fees, and the Debtor's operating expenses
7 include a significant one-time insurance expense. The Debtor is projected to make significant
8 payments to PNC, equipment lenders, and equipment lessors in the collective amount of
9 \$2,272,132, including a one-time catchup payment for certain lenders in week 1. As compared
10 to the end of the Initial Budget, the Debtor's projected receipts from its core tree service
11 operations are projected to increase, as are the Debtor's receipts from Pino Tree Service, Inc.,
12 and Phoenix Traffic Management, Inc. (*Compare* Ex. 1; *with* Final Order, Ex. 2.) The value
13 of any interest in cash collateral as of the Petition Date will not decline over the proposed
14 cash-collateral period. Because there is no decline, any creditors asserting an interest in the
15 Debtor's cash as of the Petition Date are adequately protected. Nevertheless, the Debtor
16 proposes to pay PNC \$150,000 per month, for a grand total of \$450,000.

17 **B. Entities Holding an Interest in the Debtor's Cash Are Adequately Protected**

18 Secured creditors are adequately protected by the use of cash collateral to continue the
19 operation of the debtor's business. *See, e.g., In re Glasstream Boats, Inc.*, 110 B.R. 611, 612
20 (M.D. Ga. 1990) (stating that it was in best interest of both debtor and creditor that debtor
21 "continue in its operation as a manufacturing facility" and that "denial of this motion would
22 result in another shut down of the assembly line, which the court doesn't feel is in the best
23 interest of either party"); *In re Cann & Saul Steel Co.*, 76 B.R. 479, 483 (E.D. Pa.
24 1987) (stating that continued operation of manufacturer debtor was in best interest of secured
25 creditor in that it was likely that secured creditor would realize more funds than it would by
26 requiring the debtor to cease operations); *In re Stein*, 19 B.R. 458, 460 (Bankr. E.D. Pa.
27 1982) (finding that use of cash collateral was necessary to continued operations of debtor, and
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1 that creditor's "secured position can only be enhanced by the continued operation of the
2 [debtor's business]"); *In re Pine Lake Village Apartment Co.*, 16 B.R. 750, 756 (Bankr.
3 S.D.N.Y. 1982) (permitting debtor to use cash collateral generated from rental income to
4 preserve value of real property which also secured creditor's claim); *In re 499 W. Warren*
5 *Street Assoc., Ltd. P'ship*, 142 B.R. 53, 56 (Bankr. N.D.N.Y. 1992) ("A secured creditor's
6 interest in the collateral itself is adequately protected when a portion of the rents are applied to
7 its operation and maintenance."); *In re Karl A. Neise, Inc.*, 16 B.R. 600, 602 (Bankr. S.D. Fla.
8 1981) (holding that a marginally secured creditor is adequately protected by lien in
9 post-petition property acquired by debtors; debtors can use cash collateral "in the normal
10 operation of their business").

11 The proposed use of cash collateral will enable the Debtor to continue to operate its
12 business and preserve its value as a going concern. The Debtor seeks to use cash collateral to
13 pay necessary expenses to continue the operation of its business without interruption. The
14 operation of the Debtor's business protects PNC and all creditors by maximizing the value of
15 the Debtor, its operations, and assets as a whole as a going concern. The Debtor has
16 performed well to date and has increased the value of the estate. (*See, e.g.*, Ex. 3.) As
17 evidenced by the Budget, continued operation of the Debtor's business will generate additional
18 revenues and preserve the value of cash collateral and of the Debtor's overall business. (*See*
19 Ex. 1.) In contrast, the cessation of the Debtor's business would cause the loss of revenues and
20 a decline in the value of the Debtor's business.

21
22 **VI. RESERVATION OF RIGHTS**

23 Nothing contained herein shall operate as a waiver of any of the Debtor's claims, rights,
24 objections, or remedies as to any party or claim. Without limiting the foregoing, the Debtor
25 reserves the right to seek to modify the relief requested herein as may be necessary to facilitate
26 the case and the Debtor's operations, or as may otherwise be necessary to comply with the
27 requirements of any order entered in this case. Moreover, nothing contained herein, the
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Budget, or any actions taken pursuant to such relief requested is intended or shall be construed as: (i) an admission as to the validity, priority, or enforceability of any claim against the Debtor or lien against the Debtor's property, (ii) a waiver of the Debtor's rights to dispute any claim on any grounds, (iii) a promise to pay any claim; or (iv) an approval or assumption of any agreement, contract, or lease under § 365 of the Bankruptcy Code (or otherwise affect the Debtor's rights under § 365 of the Bankruptcy Code to assume or reject any executory contract with any party). Likewise, if this Court grants the relief sought herein, any payment made pursuant to the Court's order is not intended and should not be construed as an admission to the validity of any claim or a waiver of the Debtor's rights to dispute such claim subsequently. Finally, the relief requested herein shall not oblige the Debtor to accept any services.

VII. CONCLUSION

WHEREFORE, the Debtor respectfully requests that the Court enter an order granting the relief requested herein, and such other and further relief as is just and proper.

DATED: April 8, 2025

RAINES FELDMAN LITTRELL, LLP

By: /s/ Robert S. Marticello

ROBERT S. MARTICELLO

MICHAEL L. SIMON

Counsel for The Original Mowbray's Tree
Service, Inc., Debtor and Debtor-In-Possession

DECLARATION OF BRIAN WEISS

I, Brian Weiss, declare as follows:

1. I am a co-founder and partner of Force Ten Partners, LLC ("**Force 10**") and the Chief Restructuring Officer of The Original Mowbray's Tree Service, Inc., the debtor and debtor-in-possession in the above-captioned case (the "**Debtor**"). I know each of the following facts to be true of my own personal knowledge, except as otherwise stated and, if called as a witness, I could and would competently testify with respect thereto. I make this declaration in support of the *Motion for Entry of Order Authorizing Continued Use of Cash Collateral* (the "**Motion**"). Unless otherwise defined in this declaration, all terms defined in the Motion are incorporated herein by this reference.

2. The budget attached to the Motion as **Exhibit 1** (the "**Budget**") was prepared by Ruben Sainos, the Debtor's CFO, with the assistance of myself and others at Force 10 under my supervision and at my direction. I believe the Budget is reasonable based on the Debtor's actual recent pre-petition income and expenses. The Budget includes those expenses necessary to operate over the next 13-week period, such as payroll, equipment maintenance, fuel, union dues, insurance, payments on account of capital and operating leases, and other operating costs, payments to PNC Bank, and the costs to fund this case.

3. The Debtor's projected receipts and expenses are based on its recent historical trends adjusted based on the expectations of the Debtor's management. As set forth in the Budget, the Debtor projects an ending cash balance over such thirteen-week period of \$8,935,946 (including after anticipated payment of restructuring costs), an amount in excess of the Debtor's \$4,479,479 cash balance as of the October 18, 2024, petition date (the "**Petition Date**").

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DECLARATION OF RUBEN SAINOS

I, Ruben Sainos, declare as follows:

1. I am the Chief Financial Officer ("**CFO**") of The Original Mowbray's Tree Service, Inc., the debtor and debtor-in-possession in the above-captioned case (the "**Debtor**") and have served in such capacity since October 2023. I know each of the following facts to be true of my own personal knowledge, except as otherwise stated and, if called as a witness, I could and would competently testify with respect thereto. I make this declaration in support of the *Motion for Entry of Order Authorizing Continued Use of Cash Collateral* (the "**Motion**"). Unless otherwise defined in this declaration, all terms defined in the Motion are incorporated herein by this reference.

2. I prepared the budget attached to the Motion as **Exhibit 1** (the "**Budget**") with the assistance of the Debtor's CRO and others at Force Ten Partners, LLC. In my opinion, the Budget is reasonable based on the Debtor's actual recent income and expenses. The Debtor's projected revenues are based on the Debtor's recent historical trends adjusted based on the expectations of Debtor's management. The Debtor's projected expenses are similarly based on the Debtor's recent historical expense trends and future expected costs. As set forth in the Budget, the Debtor projects an ending cash balance over such thirteen-week period of \$8,935,946 (including after restructuring costs), an amount in excess of the Debtor's \$4,479,479 cash balance as of the October 18, 2024, petition date.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Executed on this 07 day of April, 2025



RUBEN SAINOS

EXHIBIT "1"

The Original Mowbray's Tree Service Inc. Weekly Cash Flow	Week 1 Ended 4/25/2025	Week 2 Ended 5/2/2025	Week 3 Ended 5/9/2025	Week 4 Ended 5/16/2025	Week 5 Ended 5/23/2025	Week 6 Ended 5/30/2025	Week 7 Ended 6/6/2025	Week 8 Ended 6/13/2025	Week 9 Ended 6/20/2025	Week 10 Ended 6/27/2025	Week 11 Ended 7/4/2025	Week 12 Ended 7/11/2025	Week 13 Ended 7/18/2025	13 Week Total
Operating Receipts														
Tree Service Collections	209,010	229,010	229,011	229,011	229,012	249,012	249,012	249,012	249,012	249,012	249,012	249,012	249,012	3,117,150
Pino/Phoenix Mgmt. Fees, Interest Income, Leases	228,375	188,810	188,810	188,810	188,810	188,810	226,635	226,635	226,635	226,635	226,635	226,635	226,635	2,758,870
Pino/Phoenix Line of Credit	61,250	61,000	61,000	61,000	61,000	61,000	61,250	61,250	61,250	61,250	61,250	61,250	61,250	795,000
Total Receipts	498,635	478,820	478,821	478,821	478,822	498,822	536,897	536,897	536,897	536,897	536,897	536,897	536,897	6,671,020
Operating Disbursements														
Salaries & Wages	170,607	170,346	170,423	170,568	170,627	170,576	175,317	175,037	175,159	175,211	175,444	175,321	175,247	2,249,883
Health Insurance	84,955	-	-	-	84,955	-	-	-	84,955	-	-	-	84,955	339,820
Worker's Comp	-	-	43,323	-	-	-	54,153	-	-	-	44,622	-	-	142,098
Union Dues	-	-	39,562	28,000	-	-	49,452	-	-	-	40,748	-	-	157,762
Occupancy	19,571	-	-	-	-	19,571	-	-	-	-	19,571	-	-	58,713
Insurance	872,322	-	-	58,292	416,965	-	-	-	-	416,965	-	-	-	1,764,544
Utilities	7,986	7,975	9,058	15,450	7,868	7,894	8,972	16,249	8,781	8,701	8,980	16,261	8,754	132,930
Repair and Maintenance	10,506	10,509	10,591	10,432	10,508	10,590	10,678	10,507	10,506	10,587	10,432	10,508	10,519	136,874
Office Supplies	5,512	5,766	5,538	5,563	5,574	5,594	5,862	5,635	30,632	5,569	5,782	5,569	48,571	141,167
Vehicles Expenses	131,175	41,237	41,173	41,253	41,393	41,277	41,419	41,557	41,719	41,767	41,929	41,365	41,386	628,651
OC Professionals	3,120	3,235	13,859	60,924	2,945	12,549	4,159	2,921	12,522	3,131	3,247	13,555	3,072	139,240
Tools and Supplies	48,495	48,466	48,462	48,463	48,419	48,425	48,431	48,436	48,441	48,446	48,451	48,455	48,454	629,843
Property Taxes - Real	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Bank Expenses	-	4,000	-	-	-	-	4,000	-	-	-	4,000	-	-	12,000
Other	11,388	11,387	11,486	11,592	11,706	11,828	11,959	12,099	12,248	12,410	12,572	11,739	11,784	154,199
Total Operating Disbursements	1,365,638	302,920	393,474	450,537	800,962	328,305	414,403	312,440	424,963	722,786	415,779	322,774	432,742	6,687,724
Operating Cash Flow	(867,003)	175,900	85,347	28,284	(322,140)	170,517	122,494	224,457	111,934	(185,889)	121,118	214,123	104,155	(16,704)
Cumulative Operating Cash Flow	(867,003)	(691,103)	(605,757)	(577,472)	(899,612)	(729,095)	(606,601)	(382,144)	(270,210)	(456,100)	(334,982)	(120,859)	(16,704)	(16,704)
Financing														
PNC Adequate Protection	-	150,000	-	-	-	150,000	-	-	-	-	150,000	-	-	450,000
Equipment Loans	1,000,423	143,535	26,245	50,444	15,885	27,986	122,938	54,991	20,756	14,249	134,992	23,998	51,879	1,688,323
Equipment Rentals	-	44,603	-	-	-	-	44,603	-	-	-	44,603	-	-	133,809
Total Financing	1,000,423	338,138	26,245	50,444	15,885	177,986	167,541	54,991	20,756	14,249	329,595	23,998	51,879	2,272,132
Cash Flow After Financing	(1,867,427)	(162,238)	59,102	(22,160)	(338,025)	(7,470)	(45,047)	169,466	91,178	(200,139)	(208,477)	190,125	52,276	(2,288,837)
Cumulative Cash Flow After Financing	(1,867,427)	(2,029,665)	(1,970,563)	(1,992,723)	(2,330,748)	(2,338,217)	(2,383,265)	(2,213,799)	(2,122,621)	(2,322,760)	(2,531,237)	(2,341,112)	(2,288,837)	(2,288,837)
Restructuring Disbursements														
Force Ten Partners (CRO)	203,503	75,000	-	-	-	-	75,000	-	-	-	75,000	-	-	428,503
Raines Feldman (Debtor's Counsel)	375,000	75,000	-	-	-	-	75,000	-	-	-	75,000	-	-	600,000
Grobstein Teeple	50,000	10,000	-	-	-	-	10,000	-	-	-	10,000	-	-	80,000
Examiner Fees	-	-	-	-	-	-	-	-	-	-	-	-	150,000	150,000
United States Trustee	58,149	-	-	-	-	-	-	-	-	-	-	-	-	58,149
Total Restructuring Disbursements	686,652	160,000	-	-	-	-	160,000	-	-	-	160,000	-	150,000	1,316,652
Beginning Cash Balance	12,541,435	9,987,356	9,665,118	9,724,220	9,702,060	9,364,035	9,356,566	9,151,518	9,320,984	9,412,162	9,212,023	8,843,546	9,033,671	12,541,435
Net Change in Cash	(2,554,079)	(322,238)	59,102	(22,160)	(338,025)	(7,470)	(205,047)	169,466	91,178	(200,139)	(368,477)	190,125	(97,724)	(3,605,489)
Ending Cash Balance	9,987,356	9,665,118	9,724,220	9,702,060	9,364,035	9,356,566	9,151,518	9,320,984	9,412,162	9,212,023	8,843,546	9,033,671	8,935,946	8,935,946

The Original Mowbray's Tree Service Inc. Weekly Cash Flow	Week 1 Ended 4/25/2025	Week 2 Ended 5/2/2025	Week 3 Ended 5/9/2025	Week 4 Ended 5/16/2025	Week 5 Ended 5/23/2025	Week 6 Ended 5/30/2025	Week 7 Ended 6/6/2025	Week 8 Ended 6/13/2025	Week 9 Ended 6/20/2025	Week 10 Ended 6/27/2025	Week 11 Ended 7/4/2025	Week 12 Ended 7/11/2025	Week 13 Ended 7/18/2025	13 Week Total
Collateral Package														
Cash	9,987,356	9,665,118	9,724,220	9,702,060	9,364,035	9,356,566	9,151,518	9,320,984	9,412,162	9,212,023	8,843,546	9,033,671	8,935,946	8,935,946
Accounts Receivable	2,998,855	3,018,855	3,038,855	3,068,855	3,098,855	3,108,855	3,118,855	3,128,855	3,138,855	3,148,855	3,158,855	3,168,855	3,178,855	3,178,855
FF&E (Net Book Value)	334,343	334,343	334,343	334,343	334,343	334,343	334,343	334,343	334,343	334,343	334,343	334,343	334,343	334,343
Pledged Allen Street Property (net, non debtor)	1,762,500	1,762,500	1,762,500	1,762,500	1,762,500	1,762,500	1,762,500	1,762,500	1,762,500	1,762,500	1,762,500	1,762,500	1,762,500	1,762,500
Pledged Sacramento Property (net, non debtor)	1,500,000	1,500,000	1,500,000	1,500,000	1,500,000	1,500,000	1,500,000	1,500,000	1,500,000	1,500,000	1,500,000	1,500,000	1,500,000	1,500,000
	16,583,055	16,280,817	16,359,919	16,367,759	16,059,734	16,062,264	15,867,217	16,046,682	16,147,860	15,957,722	15,599,245	15,799,369	15,711,645	15,711,645
PNC Debt														
Beginning	7,038,464	7,038,464	7,038,464	7,038,464	7,038,464	7,038,464	7,038,464	7,038,464	7,038,464	7,038,464	7,038,464	7,038,464	7,038,464	7,038,464
(+) Interest Principal	-	150,000	-	-	-	150,000	-	-	-	-	150,000	-	-	450,000
(-) Payments	-	(150,000)	-	-	-	(150,000)	-	-	-	-	(150,000)	-	-	(450,000)
Ending Balance	7,038,464	7,038,464	7,038,464	7,038,464	7,038,464	7,038,464	7,038,464	7,038,464	7,038,464	7,038,464	7,038,464	7,038,464	7,038,464	7,038,464
Accounts Receivable Roll Forward														
Accounts Receivable - Beginning Balance	2,988,855	2,998,855	3,018,855	3,038,855	3,068,855	3,098,855	3,108,855	3,118,855	3,128,855	3,138,855	3,148,855	3,158,855	3,168,855	2,988,855
(+) Sales - Tree Services	219,010	249,010	249,011	259,011	259,012	259,012	259,012	259,012	259,012	259,012	259,012	259,012	259,012	3,307,150
(+) Sales - Pino/Phx Mgmt. Fees, Interest Income, Leases	228,375	188,810	188,810	188,810	188,810	188,810	226,635	226,635	226,635	226,635	226,635	226,635	226,635	2,758,870
(-) Collections - Tree Services	(209,010)	(229,010)	(229,011)	(229,011)	(229,012)	(249,012)	(249,012)	(249,012)	(249,012)	(249,012)	(249,012)	(249,012)	(249,012)	(3,117,150)
(-) Collections - Pino/Phx Mgmt. Fees, Interest Income, Leases	(228,375)	(188,810)	(188,810)	(188,810)	(188,810)	(188,810)	(226,635)	(226,635)	(226,635)	(226,635)	(226,635)	(226,635)	(226,635)	(2,758,870)
Accounts Receivable - Ending Balance	2,998,855	3,018,855	3,038,855	3,068,855	3,098,855	3,108,855	3,118,855	3,128,855	3,138,855	3,148,855	3,158,855	3,168,855	3,178,855	3,178,855

EXHIBIT "2"

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Counsel for The Original Mowbray's Tree Service,
Inc., Debtor and Debtor-In-Possession

UNITED STATES BANKRUPTCY COURT
CENTRAL DISTRICT OF CALIFORNIA
SANTA ANA DIVISION

In re:

THE ORIGINAL MOWBRAY'S TREE
SERVICE, INC.,

Debtor and Debtor-in-Possession.

Case No: 8:24-bk-12674-TA

Chapter 11

**ORDER GRANTING DEBTOR'S
MOTION FOR ENTRY OF ORDER
AUTHORIZING CONTINUED USE
OF CASH COLLATERAL**

Hearing:

Date:

Time:

Place: Courtroom 5B
411 West Fourth Street
Santa Ana, CA 92701

On April __, 2025 at _____, a hearing was held on the *Emergency Motion for Entry of Interim and Final Orders Authorizing Use of Cash Collateral* (the "**Motion**") filed by The Original Mowbray's Tree Service, Inc., the debtor and debtor-in-possession in the above-captioned case (the "**Debtor**"). Appearances were as noted on the record. Capitalized terms not expressly defined herein shall have the meanings ascribed to them in the Motion.

1 Having considered the Motion, all papers submitted in support thereof and opposition
2 thereto, the statements and arguments of counsel on the record, and finding that notice and
3 service of the Motion were proper,

4 **IT IS HEREBY ORDERED** that:

5 1. The Motion is granted to the extent provided herein.

6 2. The Debtor is authorized to use cash collateral on a final basis from April 19,
7 2025, through and including July 18, 2025 (the "**Cash Collateral Period**") in accordance with
8 the budget attached to this order as Exhibit "1" (the "**Budget**"). The expenditures during the
9 Cash Collateral Period covered by the Budget are not to exceed 115% per budget line item set
10 forth in the Budget for such period (*i.e.*, a 15% variance); *provided, however*, that the total
11 cash expenditures during the Cash Collateral Period shall not exceed 110% of the total
12 budgeted disbursements in the Budget (*i.e.*, a 10% cumulative variance on disbursements).

13 3. During the Cash Collateral Period, any unused amount for any given line item
14 in the Budget for a particular week shall carry forward and can be used in later weeks, and any
15 amounts budgeted for a given line item in a particular week through the end of the current
16 Cash Collateral Period may be spent up to two weeks earlier than budgeted provided the total
17 amount spent for such line item does not exceed the total amount budgeted for that line item
18 with the variance permitted above.

19 4. If and to the extent that, as of the October 18, 2024, petition date (the "**Petition**
20 **Date**"), PNC Bank ("**PNC**") holds a duly perfected, unavoidable, and valid lien in all, or a
21 portion of, the Debtor's assets (collectively, the "**Prepetition Collateral**"), PNC will receive a
22 replacement lien in the Debtor's post-petition assets in the same extent, validity, and priority as
23 PNC's security interests in the Prepetition Collateral (collectively, the "**Security Interests**") to
24 the extent of any aggregate diminution in value with respect to PNC's Security Interests post-
25 petition, as calculated in accordance with § 506(a) of the Bankruptcy Code. The replacement
26 liens granted by this order shall be deemed perfected without the need for additional actions
27 otherwise required by applicable law. The replacement liens will not attach to Bankruptcy
28

1 Code Chapter 5 causes of action of the Debtor or the proceeds thereof. The replacement liens
2 will not apply to any reduction in cash value caused from the payment of an expense that is
3 later surcharged against any collateral based on Bankruptcy Code § 506(c). For the
4 avoidance of doubt, this order shall not be interpreted to mean that PNC is or is not entitled to
5 liens on post-petition assets to the extent such assets constitute proceeds of any duly perfected,
6 enforceable and unavoidable security interests and the parties reserve all rights and arguments
7 on this issue.

8 5. The Debtor reserves any and all rights, arguments and objections with respect
9 to the validity and scope of any lien asserted by any creditor in the Debtor's cash.

10 6. The Debtor is authorized to make the monthly payments to PNC and any other
11 secured creditors as provided in the Budget (each, a "**Monthly Payment**" and collectively, the
12 "**Monthly Payments**"). The respective rights of the parties as to whether the Monthly
13 Payments are applied to principal or interest as provided in the Bankruptcy Code and the
14 parties' respective loan documents are preserved.

15 ###

EXHIBIT "3"

Variance Reporting	Week 10	Week 10	Week 10	Week 10	Post-Petition Cumulative through Week 10			
Week Ending	Actual	Projected	Variance \$	Variance %	Actual	Projected	Variance \$	Variance %
	3/28/25	3/28/25	3/28/25	3/28/25	3/28/25	3/28/25	3/28/25	3/28/25
Operating Receipts								
Collections	274,130	214,008	60,122	28.1%	3,209,662	2,469,055	740,607	30.0%
Pino Mgmt. Fees / Lease	212,327	193,250	19,077	9.9%	2,379,325	1,857,120	522,205	28.1%
Pino Line of Credit	60,000	60,000	-	0.0%	600,000	600,000	-	0.0%
Total Receipts	546,457	467,258	79,199	16.9%	6,188,987	4,926,175	1,262,812	25.6%
Operating Disbursements								
Salaries & Wages	114,379	169,212	54,833	32.4%	1,578,316	1,693,364	115,048	6.8%
Health Insurance	58,154	84,955	26,801	31.5%	182,464	254,865	72,401	28.4%
Worker's Comp	-	-	-	0.0%	85,021	191,880	106,859	55.7%
Union Dues	-	-	-	0.0%	77,265	129,000	51,735	40.1%
Occupancy	25,542	10,252	(15,290)	-149.1%	35,829	37,744	1,915	5.1%
Insurance	-	96,698	96,698	100.0%	1,744,812	1,901,828	157,016	8.3%
Utilities	8,754	4,461	(4,293)	-96.2%	56,796	57,125	329	0.6%
Repair and Maintenance	1,873	10,381	8,508	82.0%	58,918	94,945	36,027	37.9%
Office Supplies	4,473	5,666	1,193	21.1%	89,480	57,590	(31,890)	-55.4%
Vehicles Expenses	29,367	37,343	7,976	21.4%	338,939	426,671	87,733	20.6%
OC Professionals	4,434	11,457	7,023	61.3%	45,489	107,895	62,406	57.8%
Tools and Supplies	32,714	44,827	12,113	27.0%	451,537	459,024	7,487	1.6%
Property Taxes	-	39,000	39,000	100.0%	(164)	39,000	39,164	100.4%
Bank Expenses	-	-	-	0.0%	3,538	8,000	4,462	55.8%
Other	13,600	6,927	(6,673)	-96.3%	123,931	70,560	(53,371)	-75.6%
Total Operating Disbursements	293,290	521,180	227,890	43.7%	4,872,172	5,529,493	657,321	11.9%
Operating Cash Flow	253,167	(53,922)	307,089	-569.5%	1,316,815	(603,318)	1,920,133	-318.3%
Financing								
PNC Adequate Protection	-	-	-	0.0%	300,000	300,000	-	0.0%
Equipment Loans	-	14,522	14,522	100.0%	543,495	933,340	389,845	41.8%
Equipment Rentals	-	-	-	0.0%	98,661	168,117	69,456	41.3%
Note Payable - Jacobus Pino	-	-	-	0.0%	-	-	-	0.0%
Total Financing	-	14,522	14,522	100.0%	942,156	1,401,457	459,301	32.8%
Cash Flow After Financing	253,167	(68,444)	321,611	-469.9%	374,659	(2,004,775)	2,379,433	-118.7%
Restructuring Disbursements								
Utility Deposits	-	-	-	0.0%	-	-	-	0.0%
Force Ten Partners (CRO)	-	-	-	0.0%	-	240,000	240,000	100.0%
Raines Feldman (Debtor's Counsel)	-	-	-	0.0%	-	300,000	300,000	100.0%
Grobstein Teeple	-	-	-	0.0%	-	40,000	40,000	100.0%
United States Trustee	-	-	-	0.0%	59,069	48,261	(10,808)	-22.4%
Total Restructuring Disbursements	-	-	-	0.0%	59,069	628,261	569,192	90.6%
Beginning Cash Balance	12,159,485	9,639,967	2,519,518	26.1%	12,097,063	12,204,559	(107,497)	-0.9%
Net Change in Cash	253,167	(68,444)	321,611	-469.9%	315,589	(2,633,036)	2,948,625	-112.0%
Ending Cash Balance	12,412,652	9,571,523	2,841,129	29.7%	12,412,652	9,571,523	2,841,129	29.7%

Variance Reporting	Week 10	Week 10	Week 10	Week 10	Post-Petition Cumulative through Week 10			
Week Ending	Actual	Projected	Variance \$	Variance %	Actual	Projected	Variance \$	Variance %
	3/28/25	3/28/25	3/28/25	3/28/25	3/28/25	3/28/25	3/28/25	3/28/25
Collateral Package								
Cash	12,412,652	9,571,523	2,841,129	29.7%	12,412,652	9,571,523	2,841,129	29.7%
Accounts Receivable	3,016,856	2,567,996	448,860	17.5%	3,016,856	2,567,996	448,860	17.5%
FF&E (Net Book Value)	334,343	334,343	-	0.0%	334,343	334,343	-	0.0%
Pledged Allen Street Property (net, non debtor)	1,762,500	1,762,500	-	0.0%	1,762,500	1,762,500	-	0.0%
Pledged Sacramento Property (net, non debtor)	1,500,000	1,500,000	-	0.0%	1,500,000	1,500,000	-	0.0%
	19,026,351	15,736,363	3,289,988	20.9%	19,026,351	15,736,363	3,289,988	20.9%
PNC Debt								
Beginning	7,041,686	7,038,464	3,222	0.0%	7,041,686	7,038,464	3,222	0.0%
(+) Interest Accrual	-	-	-	0.0%	300,000	300,000	-	0.0%
(-) Payments	-	-	-	0.0%	(300,000)	(300,000)	-	0.0%
Ending Balance	7,041,686	7,038,464	3,222	0.0%	7,041,686	7,038,464	3,222	0.0%
Equity Cushion (Deficiency)	2.70x	2.24x	0.47x	20.9%	2.70x	2.24x	0.47x	20.9%
Equity Cushion (Deficiency) in \$	11,984,665	8,697,898	3,286,766	37.8%	11,984,665	8,697,898	3,286,766	37.8%
Accounts Receivable Roll Forward								
Accounts Receivable - Beginning Balance	3,330,557	2,561,996	768,561	30.0%	3,267,663	2,836,996	430,667	15.2%
(+) Sales	172,755	412,008	(239,253)	-58.1%	5,338,180	4,045,175	1,293,005	32.0%
(-) Collections	(486,457)	(406,008)	(80,449)	19.8%	(5,588,987)	(4,314,175)	(1,274,812)	(\$30k)
Accounts Receivable - Ending Balance	3,016,856	2,567,996	448,860	17.5%	3,016,856	2,567,996	448,860	17.5%

EXHIBIT "4"

Attorney or Party Name, Address, Telephone & FAX Nos., State Bar No. & Email Address RAINES FELDMAN LITRELL LLP Robert S. Marticello, State Bar No. 244256 rmarticello@raineslaw.com Michael L. Simon, State Bar No. 300822 msimon@raineslaw.com 4675 MacArthur Ct, Suite 1550 Newport Beach, CA 92660 Telephone: (310) 440-4100 Facsimile: (310) 499-4877 <input type="checkbox"/> Individual appearing without attorney <input checked="" type="checkbox"/> Attorney for: The Original Mowbray's Tree Service	FOR COURT USE ONLY
UNITED STATES BANKRUPTCY COURT CENTRAL DISTRICT OF CALIFORNIA - SANTA ANA DIVISION	
In re: THE ORIGINAL MOWBRAY'S TREE SERVICE, INC., a Delaware corporation <div style="text-align: right;">Debtor(s).</div>	CASE NO.: 8:24-bk-12674-TA CHAPTER: 11 <div style="text-align: center; padding: 10px;"> STATEMENT REGARDING CASH COLLATERAL OR DEBTOR IN POSSESSION FINANCING [FRBP 4001; LBR 4001-2] </div> <div style="padding: 5px;"> DATE: TIME: COURTROOM: ADDRESS: 411 West Fourth Street Santa Ana, CA 92701 </div>

Secured party(ies): PNC Bank

The Debtor has requested the approval of either (1) a motion for use of cash collateral, or postpetition financing, or both, or (2) through a separately-filed motion, a stipulation providing for the use of cash collateral, or postpetition financing, or both. The proposed form of order on the motion or the stipulation contains the following provisions or findings of fact:

Disclosures Tracking FRBP 4001(c)(1)(B)(i) through (xi) and (d)(1)(B)	Page No.:	Line No. (if applicable)
<input type="checkbox"/> (i): "[A] grant of priority or a lien on property of the estate under § 364(c) or (d)"		
<input type="checkbox"/> (ii): "[T]he providing of adequate protection or priority for a claim that arose before the commencement of the case, including the granting of a lien on property of the estate to secure the claim, or the use of property of the estate or credit obtained under § 364 to make cash payments on account of the claim" <div style="margin-left: 20px;"> <input type="checkbox"/> Cross-collateralization, <i>i.e.</i>, clauses that secure prepetition debt by postpetition assets in which the secured party would not otherwise have a security interest by virtue of its prepetition security agreement or applicable law <input type="checkbox"/> Roll-up, <i>i.e.</i>, provisions deeming prepetition debt to be postpetition debt or using postpetition loans from a prepetition secured party to pay part or all of that secured party's prepetition debt, other than as provided in § 552(b) </div>		

This form is mandatory. It has been approved for use by the United States Bankruptcy Court for the Central District of California.

<i>Continued from page 1</i>			
<input type="checkbox"/>	Grant a replacement lien in an amount in excess of the dollar amount of the lien on cash collateral as of the petition date		
<input type="checkbox"/>	(iii): "[A] determination of the validity, enforceability, priority, or amount of a claim that arose before the commencement of the case, or of any lien securing the claim"		
<input type="checkbox"/>	(iv): "[A] waiver or modification of Code provisions or applicable rules relating to the automatic stay"		
<input type="checkbox"/>	Automatic relief from the automatic stay upon occurrence of certain events.		
<input type="checkbox"/>	(v): "[A] waiver or modification of any entity's authority or right to file a plan, seek an extension of time in which the debtor has the exclusive right to file a plan, request the use of cash collateral under § 363(c), or request authority to obtain credit under § 364"		
<input type="checkbox"/>	(vi): "[T]he establishment of deadlines for filing a plan of reorganization, for approval of a disclosure statement, for a hearing on confirmation, or for entry of a confirmation order"		
<input type="checkbox"/>	(vii): "[A] waiver or modification of the applicability of nonbankruptcy law relating to the perfection of a lien on property of the estate, or on the foreclosure or other enforcement of the lien"		
<input type="checkbox"/>	(viii): "[A] release, waiver, or limitation on any claim or other cause of action belonging to the estate or the trustee, including any modification of the statute of limitations or other deadline to commence an action"		
<input type="checkbox"/>	(ix): "[T]he indemnification of any entity"		
<input type="checkbox"/>	(x): "[A] release, waiver, or limitation of any right under § 506(c)"		
<input type="checkbox"/>	The granting of any lien on any claim or cause of action arising under § 506(c)		
<input type="checkbox"/>	(xi): "The granting of any lien on any claim or cause of action arising under §§ 544, 545, 547, 548, 549, 553(b), 723(a), or 724(a)"		
Additional Disclosures Required by LBR 4001-2		Page No.:	Line No. (if applicable)
<input type="checkbox"/>	With respect to a professional fee carve out, disparate treatment for professionals retained by a creditors' committee from that provided for the professionals retained by the debtor		
<input type="checkbox"/>	Pay down prepetition principal owed to a creditor		
<input type="checkbox"/>	Findings of fact on matters extraneous to the approval process		

04/03/2025 Robert S. Marticello /s/ Robert S. Marticello
Date Printed Name Signature

PROOF OF SERVICE OF DOCUMENT

I am over the age of 18 and not a party to this bankruptcy case or adversary proceeding. My business address is:

4675 MacArthur Ct, Suite 1550, Newport Beach, CA 92660.

A true and correct copy of the foregoing document entitled (*specify*): **DEBTOR'S MOTION FOR ENTRY OF ORDER AUTHORIZING CONTINUED USE OF CASH COLLATERAL; MEMORANDUM OF POINTS AND AUTHORITIES; AND DECLARATIONS OF BRIAN WEISS AND RUBEN SAINOS IN SUPPORT** will be served or was served **(a)** on the judge in chambers in the form and manner required by LBR 5005-2(d); and **(b)** in the manner stated below:

1. TO BE SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING (NEF): Pursuant to controlling General Orders and LBR, the foregoing document will be served by the court via NEF and hyperlink to the document. On (*date*) **4/8/2025**, I checked the CM/ECF docket for this bankruptcy case or adversary proceeding and determined that the following persons are on the Electronic Mail Notice List to receive NEF transmission at the email addresses stated below:

☒ Service information continued on attached page

2. SERVED BY UNITED STATES MAIL:

On (*date*) **4/8/2025**, I served the following persons and/or entities at the last known addresses in this bankruptcy case or adversary proceeding by placing a true and correct copy thereof in a sealed envelope in the United States mail, first class, postage prepaid, and addressed as follows. Listing the judge here constitutes a declaration that mailing to the judge will be completed no later than 24 hours after the document is filed.

☐ Service information continued on attached page

3. SERVED BY PERSONAL DELIVERY, OVERNIGHT MAIL, FACSIMILE TRANSMISSION OR EMAIL (*state method for each person or entity served*): Pursuant to F.R.Civ.P. 5 and/or controlling LBR, on (*date*) **4/8/2025**, I served the following persons and/or entities by personal delivery, overnight mail service, or (for those who consented in writing to such service method), by facsimile transmission and/or email as follows. Listing the judge here constitutes a declaration that personal delivery on, or overnight mail to, the judge will be completed no later than 24 hours after the document is filed.

☐ Service information continued on attached page

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

4/8/2025

Date

Ja'Nita Fisher

Printed Name

/s/ Ja'Nita Fisher

Signature

1. TO BE SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING (NEF):

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